

RECORDATION NO.

18444-4  
FILED

FEB 01 '11 -1 30 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, NW

SUITE 301  
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL: alvordlaw@aol.com

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

February 1, 2011

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Re: CNW 1993-C

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination, Release of Lien and Bill of Sale, dated as of January 30, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission and the Board under Recordation Number 18444.

The names and addresses of the parties to the enclosed document are:

Indenture Trustee: The Bank of New York Mellon Trust  
Company, N. A.  
One Wall Street  
New York, NY 10286

Owner Trustee/  
Lessor: U.S. Bank National Association  
225 Franklin Street  
Boston, MA 02110

Lessee: Union Pacific Railroad Company  
1416 Douglas Street  
Omaha, NE 68179-1580

Chief  
Section of Administration  
February 1, 2011  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

282 covered cement hopper cars RELEASED (including 1 identified  
casualty) within the series CNW 43700 - CNW 437299 as more  
particularly set forth in the attachment to the document

A short summary of the document to appear in the index is:

Lease Termination, Release of Lien and Bill of Sale.

Also enclosed is a check in the amount of \$41.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem  
Enclosures

RECORDATION NO.

18444

FILED

FEB 01 '11 -1 30 PM

EXECUTION VERSION

**SURFACE TRANSPORTATION BOARD**

(CNW 1993-C)

**LEASE TERMINATION  
AND  
RELEASE OF LIENS**

Dated as of January 30, 2011

among

**UNION PACIFIC RAILROAD COMPANY**  
(successor to Chicago and North Western Transportation Company)

as Lessee

**U.S. BANK NATIONAL ASSOCIATION**  
(successor to Shawmut Bank Connecticut, National Association)  
(not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee)

as Lessor

**GENERAL FOODS CREDIT CORPORATION**

as Owner Participant

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**  
(successor to Harris Trust and Savings Bank)  
(not in its individual capacity, except as expressly provided therein, but solely as trustee under the Indenture)

as Indenture Trustee

**THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA, AND UPON SUCH FILING, EACH OF THE DOCUMENTS DESCRIBED ON EXHIBIT B ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE, WITH RESPECT TO THE EQUIPMENT DESCRIBED ON EXHIBITS A-1 AND A-2 ATTACHED HERETO.**

THIS LEASE TERMINATION AND RELEASE OF LIENS (this "Agreement"), dated as of January 30, 2011, among UNION PACIFIC RAILROAD COMPANY (successor to Chicago and North Western Transportation Company), a Delaware corporation (the "Lessee"), U.S. BANK NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association), a national banking association, not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor"), GENERAL FOODS CREDIT CORPORATION, a Delaware corporation (the "Owner Participant") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to Harris Trust and Savings Bank), a national banking association, as Indenture Trustee (the "Indenture Trustee"). Capitalized terms used herein without definition shall have the respective meanings set forth in Appendix A to the Lease as defined below.

**WITNESSETH**

WHEREAS, (i) the Lessee, the Owner Trustee, the Owner Participant, and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (CNW 1993-C) dated as of October 14, 1993 (as amended, supplemented and modified to date, the "Participation Agreement"), (ii) the Lessor and the Lessee have heretofore entered into a Lease Agreement (CNW 1993-C) dated as of October 14, 1993 (as amended, supplemented and modified to date, the "Lease"), and (iii) as a result of the January 30, 2007 refinancing of the leveraged lease financing of the CNW 1993-C railroad rolling stock, the Indenture Trustee and the Owner Trustee entered into a Trust Indenture and Security Agreement (CNW 1993-C) dated as of January 30, 2007 (as amended, supplemented and modified to date, the "Indenture"), which replaced the original Indenture and Security Agreement (CNW 1993-C) dated as of October 14, 1993 between the Indenture Trustee and the Owner Trustee;

WHEREAS, the Lessee has provided to the Lessor, the Owner Participant and the Indenture Trustee a notice dated December 7, 2010 that an Event of Loss pursuant to Section 9.1 of the Lease has occurred and shall be deemed to have occurred on the date hereof with respect to one (1) covered cement hopper railcar listed on Exhibit A-1 hereto (the "Terminated Equipment") and the Lessee has elected not to replace the Terminated Equipment and shall pay the Stipulated Loss Value and all other amounts required to be paid with respect to the Terminated Equipment under the Lease on the Stipulated Loss Payment Date, which is the date hereof;

WHEREAS, Section 19 of the Lease provides that upon the satisfaction of certain conditions specified therein, the Lessee shall have the right to purchase the Units subject to the Lease on the EBO Date (the "Early Buy-Out");

WHEREAS, the Lessee provided to the Lessor, the Owner Participant and the Indenture Trustee a notice dated August 17, 2010, and a revised notice dated December 8, 2010, that it has elected to exercise its Early Buy-Out, in accordance with Section 19 of the Lease, with respect to two hundred eighty one (281) covered cement hopper railcars listed on Exhibit A-2 hereto (the "EBO Equipment") on the EBO Date, and copies of such notices (including the December 7, 2010 notice referenced above) are attached hereto as Exhibit C, and

WHEREAS, the parties hereto wish to set forth the terms upon which the Lessee shall make representations and payments required under Sections 9 and 19 of the Lease

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. Lessee Representation.

Lessee hereby represents to Lessor and the other parties hereto that on the EBO Date, no Lease Event of Default or Lease Default has occurred and is continuing.

2. Payments.

(a) Each party hereto agrees that Schedule 1 hereto sets forth the amount due with respect to the Terminated Equipment on the Stipulated Loss Payment Date pursuant to Section 9 of the Lease (the "Terminated Equipment Payment"). The parties acknowledge that all Basic Rent due and payable on the Stipulated Loss Payment Date is designated as Basic Rent payable in advance and therefore is not due and owing on the Stipulated Loss Payment Date.

(b) Each party hereto agrees that Schedule 1 hereto sets forth the amount due with respect to the EBO Equipment on the EBO Date pursuant to Section 19 of the Lease (the "EBO Payment"). The parties acknowledge that all Basic Rent due and payable on the EBO Date is designated as Basic Rent payable in advance and therefore is not due and owing on the EBO Date.

(1) On the date hereof, Lessee shall pay an amount equal to \$6,274,981.23, which represents the Terminated Equipment Payment plus the EBO Payment, which shall be paid, at the direction of and on behalf of the Lessor and for the benefit of the Owner Participant with respect to the amount described in clause (2) below, to the Indenture Trustee in immediately available funds by wire transfer to the following account:

Account Name: The Bank of New York Mellon  
GLA No : 111565  
TAS No.: 257522  
ABA No.: 021 000 018  
Reference: Union Pacific Series 2007-2

(2) The Indenture Trustee hereby agrees to pay an amount equal to \$3,921,727.32, which represents the sum of the Terminated Equipment Payment and the EBO Payment minus the unpaid principal amount of the Equipment Notes with respect to the Terminated Equipment and the EBO Equipment plus accrued interest, as set forth on Schedule 2 hereto (the "Loan Payoff Amount"), at the direction of and on behalf of the Lessor, to the Owner Participant in immediately available funds by wire transfer to the following account:

Account Name: Philip Morris Capital Corp.  
Account No.: 3024-1278  
Bank Name: Citibank, N.A.  
Bank Location: New York, NY  
ABA No.: 021 000 089  
Reference: CNW 1993-C EBO/EOL

3. Termination and Transfer.

(a) The Lessor, the Owner Participant and the Indenture Trustee agree that upon receipt of all amounts due under paragraph 2 of this Agreement, (a) any and all Liens under the Indenture shall be released and canceled, and the Indenture shall terminate and be of no further force or effect, (b) the Lease

shall be terminated and canceled with respect to the Terminated Equipment and the EBO Equipment, and Basic Rent for the Terminated Equipment and the EBO Equipment shall cease to accrue as of the Stipulated Loss Payment Date and the EBO Date, respectively.

(b) The Lessee agrees that nothing contained herein shall prejudice the rights of the parties hereto which are intended to survive the termination of the Lease, including any rights of Indemnified Persons to indemnification thereunder with respect to the Terminated Equipment and the EBO Equipment (including, without limitation, the rights of such parties under Section 7 of the Participation Agreement and the Tax Indemnity Agreement).

(c) Upon payment of all amounts due under paragraph 2 of this Agreement, the Lessor shall convey the Terminated Equipment and the EBO Equipment to the Lessee by bill of sale in the form attached to this Agreement as Exhibit D (the "Bill of Sale").

4. Instruction and Representation to Owner Trustee.

By its signature below, the Owner Participant hereby (a) instructs the Owner Trustee to enter into and execute this Agreement, the Bill of Sale and any other document it shall request relating to the Early Buy-Out and the Event of Loss, (b) agrees to indemnify the Owner Trustee in accordance with Sections 5.03 and 7.01 of the Trust Agreement and (c) represents and warrants to the Owner Trustee and there are no Lessor Liens on the Terminated Equipment and the EBO Equipment attributable to the Owner Participant.

5 Entire Agreement. This Agreement, together with all related documents, represents the final agreement between the parties with respect to the Early Buy-Out and the Event of Loss described herein and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

6. Certain Assurances. Each party hereto shall, at the Lessee's expense, do, execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further acts, conveyances and assurances as the Owner Trustee or the Owner Participant shall reasonably require for accomplishing the purposes of and carrying out obligations of such party under this Agreement and the other Operative Documents

7. Fees and Expenses. All reasonable and documented fees and expenses (including reasonable legal fees) incurred by the Lessor, the Owner Participant and the Indenture Trustee in connection with the negotiation, execution and delivery of this Agreement and giving effect to the terminations, transfers and releases contemplated hereby and thereby shall be paid by the Lessee promptly following submission of proper invoices therefor.

8. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.


9. Filings. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Terminated Equipment and the EBO Equipment described, respectively, on Exhibits A-1 and A-2 hereto.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

11. Trustee Limitation of Liability. It is expressly understood and agreed that (a) this Agreement is executed and delivered by U.S. Bank National Association, not individually or personally but solely as Lessor and Owner Trustee, (b) any representation, undertaking or agreement herein made on the part of the Lessor is made and intended not as a representation, undertaking and agreement by U.S. Bank National Association in its individual capacity and (c) under no circumstances shall U.S. Bank National Association be liable in its individual capacity for the payment of any indebtedness or expenses of Lessor or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Lessor hereunder, except as set forth in the Operative Agreements.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,  
as Lessee

By:   
Name: Gary W. Grosz  
Title: Assistant Treasurer

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity except as otherwise expressly  
provided, but solely as Lessor and Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

GENERAL FOODS CREDIT CORPORATION,  
as Owner Participant

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,  
as Lessee

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity except as otherwise expressly  
provided, but solely as Lessor and Owner Trustee

By:   
Name: Mark A. Forgetta  
Title: Vice President

GENERAL FOODS CREDIT CORPORATION,  
as Owner Participant

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,  
as Lessee

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity except as otherwise expressly  
provided, but solely as Lessor and Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

GENERAL FOODS CREDIT CORPORATION,  
as Owner Participant

By:  \_\_\_\_\_  
Name: Alex T. Russo  
Title: Vice President

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,  
as Lessee

By: \_\_\_\_\_  
Name:  
Title:


U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity except as otherwise expressly  
provided, but solely as Lessor and Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

GENERAL FOODS CREDIT CORPORATION,  
as Owner Participant

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Indenture Trustee

By:  \_\_\_\_\_  
Name: D. G. DONOVAN  
Title: VICE PRESIDENT

State of Nebraska       )  
                                  )  
County of Douglas       )       ss

On this \_\_\_\_ day of January, 2011, before me, a notary public, personally appeared Gary W. Grosz, to me personally known, who being by me duly sworn says that he is the Assistant Treasurer of **UNION PACIFIC RAILROAD COMPANY** (successor to Chicago and North Western Transportation Company) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal) 

Pam Neuman  
Notary Public

My Commission Expires: 12-15-2014

State of Connecticut    )  
                                  )  
County of Hartford     )       ss

On this \_\_\_\_ day of January, 2011, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of **U.S. BANK NATIONAL ASSOCIATION** (successor to Shawmut Bank Connecticut, National Association) and that said instrument was executed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

State of Illinois        )  
                                  )  
County of Cook         )       ss

On this \_\_\_\_ day of January, 2011, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

State of Nebraska     )  
                              )  
County of Douglas     )       ss

On this \_\_\_\_ day of January, 2011, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of UNION PACIFIC RAILROAD COMPANY (successor to Chicago and North Western Transportation Company) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

State of Connecticut     )  
                              )  
County of Hartford     )       ss

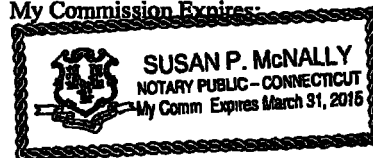
On this 28 day of January, 2011, before me, a notary public, personally appeared Mark A. Forgetta, to me personally known, who being by me duly sworn says that he is the Vice President of U.S. BANK-NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association) and that said instrument was executed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(Notarial Seal)

Susan P. McNally  
Notary Public

My Commission Expires:

State of Illinois         )  
                              )  
County of Cook           )       ss



On this \_\_\_\_ day of January, 2011, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

State of Nebraska )  
 )  
County of Douglas ) ss

On this \_\_\_\_ day of January, 2011, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of UNION PACIFIC RAILROAD COMPANY (successor to Chicago and North Western Transportation Company) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

State of Connecticut )  
 )  
County of Hartford ) ss

On this \_\_\_\_ day of January, 2011, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of U.S. BANK NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association) and that said instrument was executed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

State of Illinois )  
 )  
County of Cook ) ss

On this 27 day of January, 2011, before me, a notary public, personally appeared **D. G. DONOVAN**, to me personally known, who being by me duly sworn says that he is the **VICE PRESIDENT** of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



\_\_\_\_\_  
Notary Public

My Commission Expires: 1-7-12

State of Connecticut    )  
                                  )  
County of Fairfield     )       ss

On this 27<sup>th</sup> day of January, 2011, before me, a notary public, personally appeared Alex T. Russo, to me personally known, who being by me duly sworn says that he is a Vice President of **GENERAL FOODS CREDIT CORPORATION** and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

<p>Donna N. Lyde A Notary Public of Connecticut Commission Expires May 31, 2011</p>
---------------------------------------------------------------------------------------------

**Exhibit A-1**

**SCHEDULE OF TERMINATED EQUIPMENT**

Equipment Description: 1 covered cement hopper

<b>Current Initial</b>	<b>Current Number</b>
CNW	437060



**Exhibit A-2**

**SCHEDULE OF EBO EQUIPMENT**

Equipment Description: 281 covered cement hoppers

<b>Current Initial</b>	<b>Current Number</b>	<b>Current Initial</b>	<b>Current Number</b>	<b>Current Initial</b>	<b>Current Number</b>
CNW	437000	CNW	437036	CNW	437074
CNW	437001	CNW	437038	CNW	437075
CNW	437002	CNW	437039	CNW	437076
CNW	437003	CNW	437040	CNW	437077
CNW	437004	CNW	437041	CNW	437078
CNW	437005	CNW	437042	CNW	437079
CNW	437006	CNW	437043	CNW	437080
CNW	437007	CNW	437044	CNW	437081
CNW	437008	CNW	437045	CNW	437082
CNW	437009	CNW	437046	CNW	437083
CNW	437011	CNW	437047	CNW	437084
CNW	437012	CNW	437048	CNW	437085
CNW	437013	CNW	437049	CNW	437086
CNW	437014	CNW	437050	CNW	437087
CNW	437015	CNW	437051	CNW	437088
CNW	437016	CNW	437052	CNW	437089
CNW	437017	CNW	437053	CNW	437090
CNW	437018	CNW	437055	CNW	437091
CNW	437019	CNW	437056	CNW	437092
CNW	437020	CNW	437057	CNW	437093
CNW	437021	CNW	437058	CNW	437094
CNW	437022	CNW	437059	CNW	437095
CNW	437023	CNW	437061	CNW	437096
CNW	437024	CNW	437062	CNW	437097
CNW	437025	CNW	437063	CNW	437098
CNW	437026	CNW	437064	CNW	437100
CNW	437027	CNW	437065	CNW	437102
CNW	437028	CNW	437066	CNW	437103
CNW	437029	CNW	437067	CNW	437104
CNW	437030	CNW	437068	CNW	437105
CNW	437031	CNW	437069	CNW	437106
CNW	437032	CNW	437070	CNW	437107
CNW	437033	CNW	437071	CNW	437108
CNW	437034	CNW	437072	CNW	437109
CNW	437035	CNW	437073	CNW	437110

<b>Current Initial</b>	<b>Current Number</b>	<b>Current Initial</b>	<b>Current Number</b>	<b>Current Initial</b>	<b>Current Number</b>
CNW	437111	CNW	437152	CNW	437196
CNW	437112	CNW	437154	CNW	437197
CNW	437113	CNW	437155	CNW	437198
CNW	437114	CNW	437156	CNW	437199
CNW	437115	CNW	437157	CNW	437200
CNW	437116	CNW	437158	CNW	437201
CNW	437117	CNW	437159	CNW	437202
CNW	437118	CNW	437160	CNW	437203
CNW	437119	CNW	437161	CNW	437204
CNW	437120	CNW	437162	CNW	437205
CNW	437121	CNW	437163	CNW	437206
CNW	437122	CNW	437164	CNW	437207
CNW	437123	CNW	437165	CNW	437208
CNW	437124	CNW	437166	CNW	437209
CNW	437125	CNW	437167	CNW	437210
CNW	437126	CNW	437168	CNW	437211
CNW	437127	CNW	437169	CNW	437212
		CNW	437170	CNW	437213
CNW	437128	CNW	437171	CNW	437214
CNW	437129	CNW	437172	CNW	437215
CNW	437130	CNW	437174	CNW	437219
CNW	437131	CNW	437176	CNW	437220
CNW	437132	CNW	437177	CNW	437221
CNW	437133	CNW	437178	CNW	437222
CNW	437134	CNW	437179	CNW	437223
CNW	437135	CNW	437180	CNW	437224
CNW	437136	CNW	437181	CNW	437225
CNW	437138	CNW	437182	CNW	437226
CNW	437139	CNW	437183	CNW	437227
CNW	437140	CNW	437184	CNW	437228
CNW	437141	CNW	437185	CNW	437229
CNW	437142	CNW	437186	CNW	437230
CNW	437143	CNW	437187	CNW	437232
CNW	437144	CNW	437188	CNW	437233
CNW	437145	CNW	437189	CNW	437234
CNW	437146	CNW	437190	CNW	437235
CNW	437147	CNW	437191	CNW	437236
CNW	437148	CNW	437192	CNW	437237
CNW	437149	CNW	437193	CNW	437238
CNW	437150	CNW	437194	CNW	437239
CNW	437151	CNW	437195	CNW	437240

<b>Current Initial</b>	<b>Current Number</b>	<b>Current Initial</b>	<b>Current Number</b>	<b>Current Initial</b>	<b>Current Number</b>
CNW	437241	CNW	437262	CNW	437281
CNW	437242	CNW	437263	CNW	437282
CNW	437244	CNW	437264	CNW	437283
CNW	437245	CNW	437265	CNW	437284
CNW	437246	CNW	437266	CNW	437285
CNW	437247	CNW	437267	CNW	437286
CNW	437248	CNW	437268	CNW	437287
CNW	437250	CNW	437269	CNW	437288
CNW	437251	CNW	437270	CNW	437289
CNW	437252	CNW	437271	CNW	437291
CNW	437253	CNW	437273	CNW	437292
CNW	437254	CNW	437274	CNW	437293
CNW	437255	CNW	437275	CNW	437294
CNW	437256	CNW	437276	CNW	437295
CNW	437257	CNW	437277	CNW	437296
CNW	437258	CNW	437278	CNW	437297
CNW	437259	CNW	437279	CNW	437298
CNW	437261	CNW	437280	CNW	437299

**Exhibit B**

Page 1 of 2

**ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS**

<b><u>Description</u></b>	<b><u>Date Filed</u></b>	<b><u>Recordation Number</u></b>
Lease of Railroad Equipment (CNW 1993-C), dated as of October 14, 1993	October 21, 1993	18444
Trust Indenture and Security Agreement (CNW 1993-C), dated as of October 14, 1993	October 21, 1993	18444-A
Lease Supplement (CNW 1993-C) No. 1, dated as of April 15, 1994	April 14, 1994	18444-B
Indenture Supplement (CNW 1993-3) No. 1, dated April 15, 1994	April 14, 1994	18444-C
Lease Supplement (CNW 1993-C) No. 2, dated as of May 20, 1994	May 19, 1994	18444-E
Indenture Supplement (CNW 1993-C) No. 2, dated as of May 20, 1994	May 19, 1994	18444-F
Memorandum of Amended and Restated Equipment Description (CNW 1993-C), dated as of January 30, 2007	January 26, 2007	18444-R
Memorandum of Trust Indenture and Security Agreement (CNW 1993-C), dated as of January 30, 2007	January 26, 2007	18444-S
Memorandum of Trust Indenture Supplement No. 1 (CNW 1993-C), dated January 30, 2007	January 26, 2007	18444-T
Memorandum of Lease Assignment (CNW 1993-C), dated as of January 30, 2007	January 26, 2007	18444-U
Termination of Trust Indenture and Security Agreement (CNW 1993-C), dated as of January 30, 2007	January 30, 2007	18444-V

**Exhibit B**  
**Page 2 of 2**

**ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS**

<b><u>Description</u></b>	<b><u>Date Filed</u></b>	<b><u>Recordation Number</u></b>
Lease of Railroad Equipment (CNW 1993-C), dated as of October 14, 1993	October 22, 1993	4712
Trust Indenture and Security Agreement (CNW 1993-C), dated as of October 14, 1993	October 22, 1993	4711
Lease Supplement (CNW 1993-C) No. 1, dated as of April 15, 1994	April 13, 1994	4729
Indenture Supplement (CNW 1993-3) No. 1, dated April 15, 1994		
Lease Supplement (CNW 1993-C) No. 2, dated as of May 20, 1994		
Indenture Supplement (CNW 1993-C) No. 2, dated as of May 20, 1994	May 19, 1994	4722
Memorandum of Amended and Restated Equipment Description (CNW 1993-C), dated as of January 30, 2007	January 26, 2007	
Memorandum of Trust Indenture and Security Agreement (CNW 1993-C), dated as of January 30, 2007	January 26, 2007	
Memorandum of Trust Indenture Supplement No. 1 (CNW 1993-C), dated January 30, 2007	January 26, 2007	
Memorandum of Lease Assignment (CNW 1993-C), dated as of January 30, 2007	January 26, 2007	
Termination of Trust Indenture and Security Agreement (CNW 1993-C), dated as of January 30, 2007	January 30, 2007	

**Exhibit C**

**NOTICES**

**Exhibit D**

**BILL OF SALE  
(CNW 1993-C)**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** the undersigned, U.S. BANK NATIONAL ASSOCIATION, (successor to Shawmut Bank Connecticut, National Association) a national banking association, not in its individual capacity but solely as Owner Trustee, as seller (the "Seller"), is the owner of legal title to those certain cement hopper railcars more fully described on Exhibits A-1 and A-2 hereto (the "Items of Equipment");

**THAT** for and in consideration of the payment by UNION PACIFIC RAILROAD COMPANY (successor to Chicago and North Western Transportation Company), a Delaware corporation, as buyer (the "Buyer"), of all amounts owed pursuant to Sections 9 and 19 of the Lease with respect to the Items of Equipment in accordance with Sections 9 and 19 of the Lease, the Seller does on this 30th day of January, 2011 grant, convey, transfer, bargain and sell, deliver and set over all of its right, title to and interest in the Items of Equipment unto the Buyer on an "as-is, where-is" basis without recourse or warranty of any kind or nature except as expressly stated herein;

**THAT** the Seller hereby warrants to the Buyer, that the Items of Equipment are free and clear of all Lessor's Liens;

**THAT** it is expressly understood and agreed that (a) this Bill of Sale is executed and delivered by U.S. Bank National Association, not individually or personally but solely as Owner Trustee, (b) any representation, undertaking or agreement herein made on the part of the Seller is made and intended not as a personal representation, undertaking and agreement by U.S. Bank National Association and (c) under no circumstances shall U.S. Bank National Association be personally liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Seller hereunder, except as set forth in the Operative Agreements; and

**THAT** capitalized terms used herein shall, unless defined herein, have the respective meanings set forth in Appendix A to the Lease (CNW 1993-C) dated as of October 14, 1993 (as amended, supplemented and modified to date), between the Buyer and the Seller.

**THIS BILL OF SALE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be duly executed and delivered as of January 30, 2011.

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity but solely as  
Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:



**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

2/1/11



\_\_\_\_\_  
Robert W. Alvord